

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
DIVISION OF JUDGES

AMERICAN MACHINING SPECIALITIES, INC.

and

Case 7-CA-48460

INTERNATIONAL UNION, UNITED AUTOMOBILE,  
AEROSPACE, AND AGRICULTURAL IMPLEMENT  
WORKERS OF AMERICA (UAW), AFL-CIO and its  
LOCAL 155

*Darlene Haas Awada, Esq.*, for the Acting General Counsel.  
*Thomas C. Carey, Esq.*, of Detroit, Michigan for the Charging Party.

**CERTIFICATION OF BENCH DECISION**

MARK D. RUBIN, Administrative Law Judge. This case was tried in Detroit, Michigan, on October 26 and 28, 2005. Neither the Respondent nor anyone acting on its behalf appeared. After the counsel for the Acting General Counsel and Charging Party rested on October 26, I heard oral argument that date from counsel for the General Counsel. On October 28, I rendered a bench decision pursuant to Section 102.35(a)(10) of the Board's Rules and Regulations, setting forth my findings of fact, conclusions of law, remedy, recommended order, and notice to employees. In accordance with Section 102.45 of the Rules and Regulations, I hereby certify the accuracy of the portion of the transcript containing this bench decision, pages 105-125, which are attached hereto. The decision and notice also appear in the record as ALJ Exhibits Nos. 1 and 2.

Dated, Washington D.C. November 17, 2005

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Mark D. Rubin  
Administrative Law Judge

APPENDIX A

NOTICE TO EMPLOYEES

Posted by the Order of the  
National Labor Relations Board  
An Agency of the United States Government

This notice has been mailed to the Union and to all employees who were employed by American Machining Specialists, Inc., in the production and maintenance unit as of November 30, 2004.

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to mail this notice to our former employees as stated above, and to abide by its terms.

Federal law gives you the right to

- Form, join, or assist a union
- Choose representatives to bargain on your behalf
- Act together with other employees for your benefit and protection
- Choose not to engage in any of these protected activities.

We assure our employees that:

WE WILL NOT do anything that interferes with these rights.

WE WILL NOT fail or refuse to provide, on a timely basis, information requested by your Union that is necessary for and relevant to the Union's performance of its duties as the exclusive collective bargaining representative of the following appropriate Unit:

- All production and maintenance employees
- Employed by American Machining
- Specialties, Inc., at its facility at 6040 Wall
- Street, Sterling Heights, Michigan, but
- excluding all office clerical employees, and
- guards and supervisors as defined in the Act.

WE WILL NOT fail and refuse to pay Unit members their vacation pay and 401(k) retirement plan contributions on behalf of current Unit members, in accordance with the collective bargaining agreement.

WE WILL NOT fail and refuse to bargain collectively in good faith about the effects of closing our plant, by providing inadequate notice to the Union of the decision to close, failing to furnish relevant requested information to the Union, making unilateral changes to wages, hours, and other terms and conditions of employment of the Unit, and canceling bargaining sessions without prior notice.

WE WILL NOT in any like or related manner refuse to bargain collectively and in good faith with the Union.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce employees in the exercise of the rights guaranteed to you in Section 7 of the Act.

WE WILL, on request, bargain in good faith with the Union as the exclusive collective-bargaining representative of the Unit about the effects of closing our plant.

WE WILL, within 14 days of the Board's Order, make the vacation and 401(k) payments as set forth in the 2002-2005 collective bargaining agreement, with interest.

WE WILL, within 14 days of the Board's Order, remedy our failure to bargain in good faith about the effects of closing our plant by the payment of backpay in the manner set forth in the Board decision in *Transmarine Navigation Corp.*, 170 NLRB 389 (1969), as clarified by the Board decision in *Melody Toyota*, 325 NLRB 846 (1998).

AMERICAN MACHINING SPECIALITIES, INC.

(Employer)

Dated \_\_\_\_\_ By \_\_\_\_\_  
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: [www.nlr.gov](http://www.nlr.gov).

477 Michigan Avenue, Federal Building, Room 300  
Detroit, Michigan 48226-2569  
Hours: 8:15 a.m. to 4:45 p.m.  
313-226-3200.

**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, 313-226-3244.

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**PROCEEDINGS**

**(Time Noted: 2:00 p.m.)**

**JUDGE RUBIN: On the record.**

When we -- when I adjourned two days ago, Wednesday, October 26th, 2005, I closed the record for purposes of presentation of evidence, and that was after both the Charging Party and the Respondent rested -- excuse me, the Charging Party and the Counsel for the General Counsel rested.

Same parties are present in the hearing room today as were present on Wednesday, October 26th. It's Counsel for the General Counsel Awada, and Counsel for the Charging Party Carey.

MR. CAREY: Right.

JUDGE RUBIN: Okay. I told the parties when we adjourned, I would present a bench decision today, and that's what I'm going to do, pursuant to Board Rule and Regulation Section 102.35(a)(10). Calls for me to do such within seventy-two hours, and that's what I'm going to do.

And the decision is as follows:

**DECISION**

In the case of American Machining Specialties, Inc., Respondent, and International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, AFL-CIO, and its Local 155, collectively referred to as union or Charging Party, case number 7-CA-48460.

Today is Friday, October 28th, 2005. It is shortly after 2 p.m. This is a resumption in the trial entitled American Machining Specialties, Inc., Respondent or Employer, and International Union, United Automobile, Aerospace and Agricultural Implements Workers of America, AFL-CIO (UAW), and its Local 155, collectively, the

1 union or Charging Party.

2 The same counsel and parties are present as when the trial opened. This case  
3 was tried and evidence taken on Wednesday, October 26th, 2005.

4 On that date, the Counsel for the Acting General Counsel presented evidence,  
5 argued orally and rested. The Charging Party also rested. As discussed at trial on  
6 October 26th, neither Respondent or its attorney appeared, and the Counsel for the  
7 Acting General Counsel introduced a letter from Respondent's counsel, stating that  
8 Respondent did not intend to be present for these proceedings. And also in that letter,  
9 Respondent's counsel withdrew from representation of Respondent.

10 After Counsel for the Acting General Counsel and the Charging Party rested, I  
11 closed the record for purposes of taking evidence and stated I would deliver a bench  
12 decision today, October 28th, 2005, at 2 p.m.

13 The Regional Director's complaint, dated July 22nd, 2005, alleges that the  
14 Respondent violated Section 8(a)(5) by delaying in furnishing information requested by  
15 the union which was necessary for and relevant to the union's duties as collective  
16 bargaining representative; refusing to pay unit employees earned vacation pay and  
17 refusing to make a contribution to the unit's 401(k) program, both mandated by the  
18 current collective bargaining agreement, and thereby making unilateral changes; refusing  
19 to bargain collectively in good faith with the union about the effects of closing its facility  
20 by providing inadequate notice to the union about the decision to close, failing to furnish  
21 relevant information, making unilateral changes, canceling a scheduled bargaining  
22 session and failing to contact the union as promised.

23 The complaint also alleges a violation of Section 8(d), by Respondent's failure to  
24 pay the vacation pay and make the 401(k) contribution.

25 As noted, Respondent did not appear at the trial but did present the following

1 defenses labeled as affirmative defenses in its answer.

2 "If supported by the facts, Respondent will  
3 assert the Charging Party waived its right to  
4 receive the information listed in Exhibit A of  
5 the complaint; Charging Party waived its right to  
6 bargain about the effects of the closing of

7 Respondent's facility and Respondent had  
8 legitimate business reasons for its actions."

9 Because of its voluntary decision not to appear at the trial or have representation  
10 by counsel, no evidence was presented in support of its asserted affirmative defenses.  
11 At the trial, the parties were afforded a full opportunity to examine and to cross-examine  
12 witnesses to adduce competent, relevant and material evidence and to argue their  
13 positions orally. Based on the entire record, including my observation of the demeanor  
14 of the witnesses, and after considering Counsel for the Acting General Counsel's oral  
15 argument, I render the following bench decision:

16 FINDINGS OF FACT

17 I. Jurisdiction

18 I find, and in its answer, Respondent admitted, that it is a corporation with an  
19 office and place of business in Sterling Heights, Michigan, where it has been engaged in  
20 the manufacture and assembly of cylinders and components for the resistance welding  
21 industry, that during the calendar year 2004, in conducting its business operations,  
22 purchased and received at its facility goods valued in excess of \$50,000 directly from  
23 points outside the state of Michigan.

24 Respondent further admitted that it has been an employer engaged in commerce  
25 within the meaning of Section 2(2), (6), and (7) of the Act. I thus find that, at all material

1 times, Respondent has been an employer engaged in commerce within the meaning of  
2 Section 2(2), (6), and (7) of the Act.

3 II. Labor Organization

4 Respondent admits in its answer that the Charging Party has been a labor  
5 organization within the meaning of Section 2(5) of the Act. Based on this admission and  
6 credited record testimony, I find that the Charging Party, at all material times, has been a  
7 labor organization within the meaning of Section 2(5) of the Act.

8 III. Unfair Labor Practices

9 I find, and Respondent admits in its answer, that the following individuals held the  
10 positions named and have been supervisors of Respondent within the meaning of  
11 Section 2(11) of the Act and/or agents of Respondent within the meaning of Section  
12 2(13) of the Act: Richard Wirsing (president, director); Rosann Wolfbauer (co-owner,  
13 office manager, director until September 2003, vice president until July 2004); Yvonne  
14 Misuraca (co-owner, director); Douglas Wolfbauer (director); Robert Trombley (director);  
15 Joann Wolfbauer (co-owner); Sharlene Trombley (co-owner); David Wolfbauer (co-  
16 owner); Nicholas Wolfbauer (co-owner); Joy Millina (co-owner); and Jennifer Preston (co-  
17 owner).

18 I find, and Respondent admits in its answer, that the following employees of  
19 Respondent, herein called the unit, constitute a unit appropriate for the purposes of  
20 bargaining within the meaning of Section 9(b) of the Act: All production and maintenance  
21 employees employed by Respondent at its facility at 6040 Wall Street, Sterling Heights,  
22 Michigan, but excluding office/clerical employees and guards and supervisors, as defined  
23 in the Act.

24 I find, and Respondent admits in its answer, that since about 1981 and at all  
25 material times, the Charging Party has been the designated exclusive collective

1 bargaining representative of the unit and has been recognized as such representative by  
2 Respondent. This recognition has been set forth in successive collective bargaining  
3 agreements, the most recent of which is effective November 1st, 2002 through October  
4 31st, 2005, and that at all material times since about 1981, based on Section 9(a) of the  
5 Act, the Charging Party has been the exclusive collective bargaining representative of  
6 the unit.

7 I find, and Respondent admits in its answer, that about November 30th, 2004,  
8 Respondent laid off the unit, and that about December 27th, 2004, Respondent  
9 permanently closed and terminated the employment of the unit.

10 Counsel for the Acting General Counsel presented three witnesses in support of  
11 its complaint: Lance Lindell, president of Local 155 at all material times until April 3rd,  
12 2005, and an International representative for the UAW since April 3rd, 2005. Richard  
13 Johnson, a longtime employee of Respondent in the unit, a unit steward and bargaining  
14 unit chairman for the past six years who participated in the negotiations leading to the  
15 last two collective bargaining agreements between the Charging Party and Respondent.  
16 And Robert Hecker, vice president of Local 155 since May 5th, 2005, and previously  
17 employed for eight years as an organizer for the UAW, with duties that involved dealing  
18 with Respondent in respect to the unit.

19 All three witnesses displayed excellent recall, answered questions without  
20 hesitation and were generally impressive as witnesses. Their uncontroverted testimony  
21 is fully credited, and this finding of facts is based on their testimony and the evidentiary  
22 exhibits introduced at trial.

23 On November 23rd, 2004, Respondent laid off the entire bargaining unit and  
24 informed its employees that it was having financial difficulties but that the employees  
25 would be recalled on January 3rd, 2005. During the month of December, Respondent's

1 owners held various meetings where they discussed the possible closing of the plant.  
2 During the year 2004, they held at least twelve meetings to discuss Respondent's  
3 financial difficulties and ways to overcome said problems.

4 Shortly before Christmas, about December 20th, 2004, the owners of Respondent  
5 decided to close the plant at issue here but also decided that they did not want to inform  
6 the employees before Christmas. Prior to making the decision to close, Respondent  
7 gave no notice to the union that it was contemplating closure. About December 27th,  
8 2004, Respondent mailed to its employees and to the union a notice that it was closing.  
9 Apparently, because of the Christmas/New Year's holidays, these mailed notices were  
10 not received until January 3rd, 2005. This notice informed employees and the union that:

11 "The shareholders regret to inform you that  
12 (Respondent) must close as of December 31st,  
13 2004. The company has had many problems over  
14 the years which have forced this decision."

15 The notice stated that additional information as to the 401(k) plan would follow  
16 within 30 days and that, if there were any further questions, Mike Cook, an attorney,  
17 should be contacted. Neither the union nor the employees were given an earlier notice  
18 that Respondent was contemplating closing or was closing.

19 On January 3rd, 2005, Lindell called Cook. During their conversation, Lindell  
20 asked that Respondent bargain with the union as to the effects of the closing. Lindell  
21 and Cook agreed to a meeting at Local 155's hall on January 7th, 2005, which eventually  
22 was attended by Cook, Lindell and members of the union's bargaining committee. At this  
23 meeting, Lindell requested effects bargaining and asked for the following information to  
24 allow the union to bargain: List of employees affected by layoff, with names and  
25 addresses; list of retirees who are drawing pension benefits; name of pension

1 administrator, trustees, company and address of such entity or pension plan executor;  
2 list of all vested employees in pension plan; list of retirees with name and address;  
3 individual vacation allotment of affected employees; list of employees enrolled in 401(k)  
4 plan; and seniority list of employees affected by plant closing. Cook provided no  
5 information in response to the union's request at this meeting.

6 On January 13th and 18th, 2005, Lindell left voice mail messages for Cook, again  
7 requesting the information. On January 20th, 2005, Lindell wrote a letter to Cook,  
8 reiterating the union's information request, telling Cook that Respondent has had  
9 sufficient time to compile the requested information and informing Cook that, when the  
10 union received the information, it would prepare a proposal in respect to plant closing  
11 and effects.

12 On February 3rd, 2005, Lindell again wrote a letter to Cook again specifically  
13 requesting all of the above-referred to information.

14 On January 25th, 2005, Lindell wrote to Cook that Respondent had a duty to  
15 bargain with the union and requested dates. In late January 2005, Lindell and Cook  
16 spoke and agreed to meet at Local 155's hall on February 11th, 2005, at 10 a.m. At  
17 about 10:10 a.m., when Cook did not appear for the scheduled meeting, either Lindell  
18 called Cook or Cook called Lindell, and Cook informed Lindell that he would not appear  
19 for the meeting. Cook told Lindell that, as to the pension information, Respondent's  
20 pension administrator would be in touch. No such administrator ever contacted the  
21 union.

22 Instead of meeting with Lindell on February 11th, 2005, Cook sent a letter to  
23 Lindell that date, responding to Lindell's information request letter of February 3rd, 2005,  
24 informing Lindell that the union was not the "proper party" to receive information  
25 concerning a list of retirees receiving pension benefits, a list of vested employees in the

1 pension plan, a list of employees enrolled in the 401(k) plan and the name of the pension  
2 administrator. Cook demanded that, before Respondent would send the information to  
3 the union, that union present to Respondent a power of attorney from each participant.  
4 In response to all of the information requested by the union, the letter from Cook only  
5 provided a list of employees affected by the layoff, along with the vacation hours earned  
6 in 2003 and paid in 2004. The union had never requested the latter information.

7         The only later contacts between the union and Respondent occurred via letters on  
8 May 6th and June 10th, 2005, from Respondent's attorney, Christopher P. Mazzoli, to  
9 Lindell, dated May 6th, 2005 and June 10th, 2005. In his letter of May 6th, Mazzoli sent  
10 to Lindell the following information: List of retirees for joint pension benefits; name of  
11 pension administrator, trustee, company and address of the pension plan administrator;  
12 list of all employees vested in the pension plan; list of retirees with name and address  
13 (stating that, "We are trying to locate the addresses of the other retirees,"); list of  
14 employees enrolled in the 401(k) plan; and seniority list of employees affected by plant  
15 closing.

16         In his letter of June 10th, 2005, Mazzoli sent to Lindell a list of employees and the  
17 amount of vacation hours earned in 2004. Thus, as of June 10, 2005, Respondent had  
18 finally provided all of the information originally requested by the union on January 7th,  
19 2005.

20         The current collective bargaining agreement between Respondent and the union  
21 provides for a 401(k) retirement plan contributions on behalf of current union members  
22 and for payment of vacation pay. I further find, and Respondent admits in its answer,  
23 that Respondent has not made its yearly contribution for 2004 to the union's 401(k)  
24 retirement plan and as is required by the collective bargaining agreement. I further find,  
25 and Respondent admits in its answer, that it has not paid vacation money since the plant

1 closed, and based on said admission and credited record testimony, I find the  
2 Respondent has failed to pay unit employees their vacation monies earned in calendar  
3 year 2004 as is required by the parties' collective bargaining agreement. Based on  
4 credited record testimony, I further find the Respondent has failed to make the 401(k)  
5 and vacation payments without the consent of the Charging Party. I further find that  
6 there were no negotiations or agreement with or notice to the union before the  
7 Respondent failed to make the contractually required payments.

8 Analysis and Conclusions

9 An employer is required upon a union's request to furnish to the union information  
10 which is potentially relevant and would be useful to the union in discharging its statutory  
11 responsibilities. NLRB v. Acme Industrial Company, 385 U.S. 432 (1967).

12 Here, the information repeatedly requested by the union was clearly necessary to  
13 its desire and statutory responsibility to engage in effects bargaining with Respondent  
14 over Respondent's closing of the plant. Respondent did not fully or even substantially  
15 provide the requested information, all of which is relevant to the union's desire and  
16 request to negotiate as to the effects of plant closing for over four months after the initial  
17 request. Accordingly, Respondent's failure to provide the requested information in a  
18 reasonable period of time violated the Act, frustrated the union's attempt to prepare for  
19 requested negotiations with Respondent as to the effects of the plant closing, greatly  
20 diminished the union's bargaining power and violated Section 8(a)(5) of the Act. See  
21 Bituminous Roadways of Colorado, 314 NLRB 1010 (1994), as to such a delay in  
22 providing requested information. The record contains no reason or justification for such  
23 a long delay in providing the requested information.

24 The unilateral failure to pay vacation pay mandated by a collective bargaining  
25 agreement to employees without bargaining to impasse or agreement is a unilateral

1 change and a mandatory subject of bargaining. Pantry Restaurant, 341 NLRB 30 (2004).  
2 Accordingly, I conclude that the Respondent's failure to pay vacation and 401(k) benefits  
3 violated Section 8(a)(5) and Section 8(d) of the Act.

4 As to changes to future retirement benefits of current employees being a  
5 mandatory subject of bargaining, see Midwest Power Systems, 323 NLRB 404 (1997).

6 An employer is obligated to bargain with a union upon request with respect to the  
7 effects of closing a plant. First National Maintenance Corp. v. NLRB, 452 U.S. 666  
8 (1981). Here, Respondent's failure to notify the union on a timely basis that plant closure  
9 was impending, even though the matter was under discussion by Respondent's owners  
10 throughout the month of December 2004, precluded the union from requesting bargaining  
11 at a time when its power was greater than it became after the closing of the plant. This,  
12 together with Respondent's failure to provide the requested information on a timely basis,  
13 engaging in unilateral changes, failing to appear at a bargaining session without notice  
14 and failing to provide access to the Respondent's benefits administrator to the union as  
15 promised constitutes a failure to bargain in good faith with the union as to the effects of  
16 the plant closure, and I so conclude.

17 As to the failure to provide timely notice of plant closing, see Penntech Papers,  
18 Inc., 263 NLRB 264 (1982), enforced 706 F.2d 18 (1st Cir. 1983).

19 Upon this conclusion, I will recommend the Board's standard back pay remedy in  
20 effects bargaining cases as modeled after the remedy set forth in Transmarine  
21 Navigation Corporation, 170 NLRB 389 (1968), as modified in Melody Toyota, 325 NLRB  
22 846 (1998).

23 Finally, there was no evidence presented in support of any of the affirmative  
24 defenses pled in Respondent's answer, and I thus reject said defenses.

25 Conclusions of Law



1 (b) failing and refusing to pay unit members their vacation pay and 401(k)  
2 retirement plan contributions on behalf of current union members in accordance with the  
3 collective bargaining agreement;

4 (c) failing and refusing to bargain collectively in good faith about the effects  
5 of closing Respondent's Sterling Heights, Michigan facility by providing inadequate notice  
6 to the union of the decision to close, failing to furnish relevant information to the union on  
7 a timely basis, making unilateral changes to wages, hours and other terms of the  
8 conditions of employment of the unit and canceling bargaining sessions without prior  
9 notice.

10 (d) in any like or related manner interfering with, restraining or coercing  
11 employees in the exercise of the rights guaranteed them by Section (7) of the Act;

12 (e) in any like or related manner refusing to bargain collectively and in  
13 good faith with the union.

14 (2) take the following affirmative action necessary to effectuate the policies of the  
15 Act:

16 (a) On request, bargain in good faith with the union as the exclusive  
17 bargaining representative of the unit found appropriate herein about the effects of  
18 Respondent's closure of the plant;

19 (b) pay the former employees in the unit described earlier in the decision  
20 their normal wages when in the Respondent's employ from five days after the date of this  
21 order until the occurrence of the earliest of the following conditions:

22 (1) the date the Respondent bargains to agreement with the union  
23 on those subjects pertaining to the effects of the closure of Respondent's plant;

24 (2) the date a bona fide impasse in bargaining is reached;

25 (3) the failure of the union to request bargaining within five business

1 days after receipt of the decision or to commence negotiations within five business days  
2 after receipt of the Respondent's desire to bargain with the union; or

3 (4) the subsequent failure of the union to bargain in good faith. But  
4 in no event shall the sum paid to any of the employees exceed the amount he or she  
5 would have earned as wages from January 3rd, 2005, the date the entire unit was  
6 permanently laid off, to the time he or she secured equivalent employment elsewhere,  
7 provided, however, that in no event shall this sum be less than these employees would  
8 have earned for a two-week period at the rate of their normal wages when last in the  
9 Respondent's employ, with interest calculated as set forth in New Horizons for the  
10 Retarded, 283 NLRB 1173 (1987);

11 (c) within 14 days from the date of this order make the vacation and 401(k)  
12 payments as set forth in the parties' 2002/2005 collective bargaining agreement, with  
13 interest as set forth above;

14 (d) preserve and, within 14 days of a request or such additional time as the  
15 Regional Director may allow for good cause shown, provide at a reasonable place  
16 designated by the Board or its agents all payroll records, Social Security payment  
17 records, time cards, personnel record and reports and all of the records including an  
18 electronic copy of such records if stored in electronic form necessary to analyze the  
19 amount of back pay due under terms of this order;

20 (e) within 14 days after service by the Region, mail notices to employees in  
21 the unit as of November 30th, 2004 copies of the notice included in the record as ALJ  
22 Exhibit Number 2. Copies of the notice on forms provided by the Regional Director for  
23 Region 7, after being signed by the Respondent's authorized representative, shall be  
24 duplicated and mailed by Respondent at its own expense to all employees in the unit as  
25 of November 30th, 2004;

1 (f) within 21 days after service by the Region, file with the Regional  
2 Director a sworn certification of a responsible official, on a form provided by the Region,  
3 attesting to the steps that the Respondent has taken to comply.

4 And I will quickly read the notice, Appendix Notice to Employees, posted by order  
5 of the National Labor Relations Board, an agency of the United States government. It  
6 begins:

7 This notice has been mailed to the union and to all employees who are employed  
8 by American Machining Specialties, Inc., in the production and maintenance unit, as of  
9 November 30th, 2004.

10 The National Labor Relations Board has found that we violated federal labor law  
11 and has ordered us to mail this notice to our former employees as stated above and to  
12 abide by its terms. Federal law gives you the right to form, join or assist a union, choose  
13 representatives to bargain on your behalf, act together with other employees for your  
14 benefit and protection, choose not to engage in any of these protected activities.

15 We assure our employees that we will not do anything that interferes with these  
16 rights, we will not fail or refuse to provide on a timely basis information requested by your  
17 union that is necessary for and relevant to the union's performance of its duties as the  
18 exclusive collective bargaining representative of the following appropriate unit: all  
19 production and maintenance employees employed by American Machining Specialties,  
20 Inc., at its facility at 6040 Wall Street, Sterling Heights, Michigan, but excluding all  
21 office/clerical employees and guards and supervisors as defined in the Act.

22 We will not fail and refuse to pay unit members their vacation pay and 401(k)  
23 retirement plan contributions on behalf of current union members, in accordance with the  
24 collective bargaining agreement.

25 We will not fail and refuse to bargain collectively, in good faith, about the effects

1 of closing our plant by providing inadequate notice to the union of the decision to close,  
2 failing to furnish relevant requested information to the union and making unilateral  
3 changes to wages, hours and other terms and conditions of employment of the unit and  
4 canceling bargaining sessions without prior notice.

5 We will not in any like or related manner refuse to bargain collectively and in good  
6 faith with the union.

7 We will not in any like or related manner interfere with, restrain or coerce  
8 employees in the exercise of the rights guaranteed to you in Section (7) of the Act.

9 We will, on request, bargain in good faith with the union as the exclusive collective  
10 bargaining representative of the unit about the effects of closing our plant.

11 We will, within 14 days of the Board's order, make the vacation and 401(k)  
12 payments as set forth in the 2002/2005 collective bargaining agreement, with interest.

13 We will, upon 14 days of the Board's order, remedy our failure to bargain in good  
14 faith about the effects of closing our plant by the payment of back pay in the manner set  
15 forth in the Board's decision in Transmarine Navigation Corp., 170 NLRB 389 (1969), as  
16 clarified by the Board decision in Melody Toyota, 325 NLRB 846 (1998).

17 And then the bottom of the notice contains the usual routine language.

18 I'm going to have -- I'm going to -- let's go off the record.

19 **(Off the record.)**

20 JUDGE RUBIN: Okay. I'm going to have the reporter now mark my prepared  
21 transcription of the bench decision which I have read into the record as ALJ Exhibit 1.  
22 This will allow the reporter to be able to, as he goes along with the transcript -- as he  
23 types the transcript, to see a written version of what my decision is.

24 **(Administrative Law Judge's Exhibit 1 marked for identification.)**

25 JUDGE RUBIN: And I'll also ask the reporter to mark the prepared version I read

1 from of the notice as ALJ Exhibit 2.

2 **(Administrative Law Judge's Exhibit 2 marked for identification.)**

3 JUDGE RUBIN: Any questions or comments from Ms. Awada or Mr. Carey? Ms.

4 Awada?

5